



**STATE OF MISSOURI
DEPARTMENT OF REVENUE
REQUEST FOR QUOTATION**

RFQ NO. W5E07205

BUYER: Monica Tucker

TITLE: PRINTING: APPLICATION FOR MISSOURI

TITLE AND/OR LICENSE FORMS, DOR-108A

PHONE NO.: (573) 751-1758

ISSUE DATE: 9/27/06

E-MAIL: monica.tucker@dor.mo.gov

RETURN BID NO LATER THAN: 10/6/06 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFQ Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

**RETURN BID TO: DEPARTMENT OF REVENUE
301 WEST HIGH STREET, ROOM 218
PO BOX 87
JEFFERSON CITY MO 65105**

BY FAX TO: (573)751-8405.

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Department of Revenue
Attn: John Moss
Warehouse
605 Howard Street
Jefferson City, MO 65109**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Department of Revenue Terms and Conditions (Revised 04/05/01). The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Department of Revenue or when this RFQ is countersigned by an authorized official of the Department of Revenue, a binding contract shall exist between the bidder and the Department of Revenue, State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (DOR USE ONLY)

ACCEPTED BY DEPARTMENT OF REVENUE AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
BUYER	DATE	

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SPECIFICATION FOR APPLICATION FOR MO. TITLE AND/OR LICENSE, DOR-108A, MO 860-2997

A SAMPLE OF THE FORM WILL BE FURNISHED BY REQUEST ONLY. TO REQUEST A SAMPLE FORM, PLEASE E-MAIL MONICA TUCKER AT monica.tucker@dor.mo.gov OR PHONE (573) 751-1758.

QUANTITY: 300,000 Form Sets

CONSTRUCTION: Three-part combination snap-out form set. Form sets must be compatible with and work in conjunction with a Mohawk Character Printer, Series 21, Model 2141-3 and a Kodak Reliant 800 Patch Sensor.

Horizontal and vertical placement of the static bar code patch is critical for proper operation. The static bar code patch must appear with the bars parallel to the leading edge of the document.

There must be at least 0.25 inches (6mm) of space between the static bar code patch and any other printed information. The static bar code patch must appear at least 0.25 inches (6mm) from the right, left, and leading edges of the form set. The static bar code patch must appear no more than 3.75 inches (94mm) from the leading edge of the form set.

The parts of the form set shall be securely glued on the left and right sides.

PAPER COLOR/
WEIGHT:

PART 1 - WHITE, 18#-20# CB, must reflect at least 65% of the light within the infrared region of the spectrum falling upon it.

PART 2 - CANARY, 12#-15# CFB

PART 3 - PINK, 12#-15# CF

OVERALL SIZE: 9 ¼" x 11"

USEABLE TEAR-OFF
SIZE: 8 ½" X 11"

PERFORATED STUB
SIZE: 3/8" (left and right sides of form set). Absolutely no pin feed holes.

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INK: The contractor shall use soy based ink. The printed matter in the body of the form sets shall be in black ink (front and reverse). Shaded areas must be 5% black screen. Carbon base black ink shall be used for the static bar code patch at the top of part 1 only. Black ink shall be screened 5% on parts 1 and 3. Numbering and **"X" for signature** shall be in red ink on part 1 only. **Signature block and mileage block to be in red ink also, with a 5% screening so the blocks will be a pink shade on part 1 only.**

DISTRIBUTION TITLES: Distribution titles shall be printed in black ink at the bottom of the form set as follows:

PART 1 - ORIGINAL
PART 2 - OFFICE COPY
PART 3 - REGISTRATION RECEIPT - PLEASE RETAIN

NUMBERING: Form sets shall be prenumbered sequentially in red ink in specified area on lower portion of the form parts 1 through 3. Crash printing of sequential numbers is acceptable. Numbers shall be ¼" in height with a width of 1/8" and a stroke of 1/32". Beginning and ending numbers are as follows: **A8634002 through A8934003**. The Department of Revenue shall verify all numbering prior to printing and reserves the right to change the number sequence.

Control of numbers is necessary; therefore, a packing list of all numbers and any missing numbers must be furnished to the Department of Revenue at the time of delivery.

COPY: Camera-ready originals will be furnished by the Department of Revenue.

PROOF: Proof must be submitted within 10 days after receipt of camera ready copy. The contractor shall provide the Department of Revenue with one set of blue-line proofs for review and approval. The blue-line proofs shall be folded, stitched, and trimmed to size.

The contractor shall make all revisions, changes, and/or alterations requested by the Department of Revenue. In addition, the contractor shall make corrections and/or revisions to the proofs that are necessary due to contractor error. The contractor shall submit the revised proofs to the Department of Revenue for approval prior to printing.

Successful bidder shall contact Joni Wansing at (573) 751-0360 before printing.

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PACKAGING: Form sets shall be packaged in plastic shrink-wrap with 100 form sets per package, 500 form sets per box. Box must be suitable for reshipping purposes. Each box shall be labeled as to contents showing sequentially numbered forms enclosed. Forms must lay flat in each box with no excess space.

The contractor shall label two opposite outside sides or ends of each box with the quantity of form sets per box and the name of the publication. The box shall have no other printed matter on the outside of the box.

Forms must be packaged in suitable containers for shipping. Must be shipped on sturdy skids. All pallets or skids must be 4-way pallets, 48" x 40". Pallets must not exceed 51" when fully loaded. Pallets must be front loaded.

DELIVERY: The contractor shall deliver the form sets 20 days after proof approval. The contractor shall notify the Department of Revenue at least two (2) working days prior to delivery of the form sets.

BIDDER **MUST** STATE EARLIEST DELIVERY TIME FRAME:

DELIVER TO: Missouri Department of Revenue
Warehouse
605 Howard Street
Jefferson City, MO 65109
Attn: John Moss

COST:
QTY. 300,000
FORM SETS **UNIT PRICE:** _____ **TOTAL** _____

AUTHORIZED SIGNATURE _____ DATE _____

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FACSIMILE TRANSMISSION:

A facsimile transmission is an acceptable response to this RFQ. The facsimile transmission must be received by the Target Date/Time indicated on page 1. The fax number for the Fiscal Office is (573) 751-8405.

OR

The Request for Quotation may be mailed to the address indicated on the front page or hand carried to the Department of Revenue, Fiscal Office, Room 219 Truman Building, 301 West High Street, Jefferson City, MO 65105. The RFQ must be received by the Target Date/Time indicated on page 1.

RECYCLED PAPER

1. Bidders are hereby notified that preference will be granted products manufactured from, or printed on recycled materials, when the bid price is no greater than those items manufactured from, or printed on virgin materials.
2. In order to qualify for recycled consideration, the proposed paper stock must: 1) meet all bid specifications regarding paper, 2) meet EPA recycled product definitions, and 3) contain a minimum waste paper content of 50%, of which a minimum of 20% must be post consumer materials.
3. All bidders wishing to receive preference must provide the following information when applicable:

Paper Stock Composition:

Post Consumer Content: _____%

Total Waste Paper Content: _____%

4. If this invitation for bid is awarded on the basis of using recycled paper, the recycled paper logo must appear.

**STATE OF MISSOURI
DEPARTMENT OF REVENUE (DOR)
TERMS AND CONDITIONS**

1. TERMINOLOGY/DEFINITIONS:

Whenever the following words and expressions appear, the definition or meaning described below shall apply.

- A. Amendment means a written, official modification to a Request for Quotation (RFQ) or to a contract.
- B. Attachment applies to all forms which are included with a RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- C. Target Date and Time means the exact deadline required by the RFQ for the physical receipt of bids by the Department of Revenue (DOR) in its office. This supersedes the instruction on Page 1.
- D. Bidder means the person or organization that responds to a RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- E. Buyer means the procurement staff member of the DOR. The Contact Person as referenced herein is usually the Buyer
- F. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment supplies, and/or services.
- G. Contractor means a person or organization who is a successful bidder as a result of a RFQ and who enters into a contract.
- H. Exhibit applies to forms which are included with a RFQ for the bidder to complete and return with the bid prior to the specified target date and time.
- I. Request for Quotation (RFQ) Means the solicitation document issued by the DOR to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- J. May means that a certain feature, component, or action is permissible, but not required.
- K. Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- L. Pricing Page(s) applies to the form(s) on which the bidder should state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and returned by the bidder with the bid prior to the specified target date and time.
- M. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature that govern the operations of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing procurements.
- N. Shall has the same meaning as the word must.
- O. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT:

- A. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOR if any language, specifications or requirements of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DOR, as indicated on the front page of the RFQ. Such communication should be received at least five calendar days prior to the official bid target date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received by the DOR less than five calendar days prior to the RFQ target date may not be answered.

- B. Bidders are cautioned that the only official position of the DOR is that position which is stated in writing and issued in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- C. The DOR may monitor procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- D. The RFQ is mailed to potential bidders at the current address maintained on the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing upon receipt of the document. Any subsequent amendment to a RFQ shall be mailed to the same address as the original RFQ unless otherwise notified.

- E. Bid Services: It shall be the bidder's responsibility to ensure that a bid/ RFQ received via a bid service is a complete and accurate document upon submission. Failure of the bidder to do so shall not relieve the bidder of the responsibility to comply with all terms, conditions, requirements, etc. stated therein.
- F. The DOR reserves the right to officially modify or cancel a RFQ after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BIDS:

- A. Bidders must examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.
- B. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- C. Unless otherwise specifically stated in the RFQ, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand that meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids that do not comply with the requirements and specifications are subject to rejection without clarification.
- D. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- E. All equipment and supplies offered in a bid must be new and currently in production and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- F. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- G. Prices bid shall remain valid for 60 days from the Target Date unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS:

- A. A bid submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, (3) be priced as required, and (4) be received by the office of the DOR and officially clocked in no later than the Target Date and Time specified in the RFQ.

The RFQ may be mailed to the address indicated on the front page or hand delivered to Department of Revenue, Fiscal Office, 301 West High St., Room 219 Truman Building, Jefferson City, MO 65105.

- B. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official Target Date and Time. Different bids should not be placed in the same envelope.
- C. A bid may only be modified or withdrawn by signed, written notice that is received by the DOR prior to the official Target Date and Time specified. A bid may also be withdrawn or modified by facsimile or in person by the bidder or its authorized representative, provided proper identification is presented, before the official target date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be effective.
- D. Unless otherwise specifically stated, a bidder should sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto, in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- E. It is the bidder's responsibility to ensure that the bid is delivered by the Target Date and Time to the appropriate office of the DOR.
- F. Bids that are not received by the DOR on or prior to the Target Date and Time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5. PREFERENCES:

- A. In the evaluation of bids, preference shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- B. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- C. In accordance with Executive Order 98-21, contractors are encouraged to utilize minority businesses in selecting subcontractors.
- D. A preference shall be granted to bids for products and/or services manufactured, produced or assembled by nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary & Secondary Education pursuant to section 178.920 RSMo. The bidder should provide evidence of qualifications as described herein (i.e. copy of certificate or certificate number).

6. EVALUATION/AWARD:

- A. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- B. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the DOR to be in its best interest.
- C. Unless otherwise stated in the RFQ, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- D. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ.
- E. In the event all bidders fail to meet the same mandatory requirement in a RFQ, DOR reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOR reserves the right to waive any minor irregularity or technicality found in any individual bid.
- F. The DOR reserves the right to reject any and all bids. When all bids are unacceptable and time does not permit a rebid, the DOR may seek the assistance of the Division of Purchasing and Materials Management to negotiate for the required supplies.
- G. When evaluating a bid, the DOR reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- H. Any award of a contract shall be made by written notification from the DOR to the successful bidder. The DOR reserves the right to make awards by item, group of items, all or none, or any combination thereof with one or more suppliers. This may include award for geographic areas.
- I. The DOR reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that their response shall be subject to acceptance or rejection without further clarification.

7. CONTRACT/PURCHASE ORDER:

- A. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- B. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, and (3) DOR's acceptance of the response (bid) by "Notice of Award" (for ongoing provision of equipment, supplies, and/or services) or by "Purchase Order."
- C. A Notice of Award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services, the contractor must receive a properly authorized Purchase Order.
- D. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the DOR or by a Purchase Order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

8. INVOICING AND PAYMENT:

- A. The Department of Revenue, State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- B. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The DOR shall not make any advance deposits.
- C. The DOR assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the DOR's rejection and shall be returned at the contractor's expense.
- D. All invoices for equipment, supplies, and/or services purchased by the DOR shall be subject to late payment charges as provided in Section 34.055 RSMo.

9. DELIVERY:

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

10. INSPECTION AND ACCEPTANCE:

- A. No equipment, supplies, and/or services received by the DOR pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies and/or services.

- B. All equipment, supplies, and/or services that do not comply with the specifications and/or requirements or that are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies and/or services that are discovered to be defective or that do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- C. The DOR reserves the right to return any such rejected shipment or item at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- D. The DOR's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies it may have.

11. WARRANTY:

- A. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DOR, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- B. Such warranty shall survive delivery and shall not be deemed waived either by reason of the DOR's acceptance of or payment for said equipment, supplies, and/or services.

12. APPLICABLE LAWS AND REGULATIONS:

- A. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- B. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DOR.
- C. The contractor must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulation.
- D. Contractor shall timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and addition to tax.
- E. The exclusive venue of any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- F. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DOR.

13. CONFLICT OF INTEREST:

- A. Contractor understands and agrees that officials and employees of the DOR, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo. regarding conflict of interest.
- B. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS:

- A. No provision in this document or in the contractor's proposal shall be construed, expressly or impliedly, as a waiver by the Department of Revenue of any existing or future right and/or remedy available by law in the event of any claim by the DOR or the State of Missouri of the contractor's default or breach of contract.
- B. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri, Department of Revenue, of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which cause of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract with the Department of Revenue.

15. CANCELLATION OF CONTRACT:

- A. In the event of material breach of the contractual obligations by the contractor, the DOR may cancel the contract. At its sole discretion, the DOR may allow the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DOR within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- B. If the contractor fails to cure the breach or, if circumstances demand immediate action, the DOR will issue a notice of cancellation terminating the contract immediately.

- C. If the DOR cancels the contract for breach, the DOR reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOR deems appropriate and charge the contractor for any additional costs incurred thereby.
- D. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the DOR for any period in which funds have not been appropriated, and the DOR shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES:

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract. Notices, at the discretion of the DOR, may also be transmitted by facsimile.

17. BANKRUPTCY OR INSOLVENCY:

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DOR immediately.

18. INVENTIONS, PATENTS AND COPYRIGHTS:

The contractor shall defend, protect, and hold harmless the Department of Revenue, its officers, agents, and employees against all suits of law or in equity relating to patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION:

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. The contractor and all subcontractors shall also agree to have and maintain an affirmative action program which shall include:

- a) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b) The identification of a person designated to handle affirmative action;
- c) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d) The exclusion of discrimination from all collective bargaining agreements; and
- e) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Department of Revenue (and the Division of Purchasing and Materials Management) shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT:

In connection with the furnishing of goods and services under the contract, the contractor and contractor's subcontractor agree to comply with all provisions of the Americans with Disabilities Act (ADA). Contractor shall indemnify and defend the DOR against all liability or loss and against all claims or actions based upon or arising out of damage allegedly caused by or sustained in connection with any violation by contractor of said Americans with Disabilities Act.

21. CONFIDENTIALITY:

All reports, files, data, and materials accessed or acquired by the contractor as a result of the contract shall remain the property of the DOR. The contractor shall agree and understand that all information accessed or acquired by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, files, data, or materials so accessed or acquired shall be disclosed by the contractor to any person whatsoever without the prior written consent of the DOR. Violation of this provision may result in the imposition of criminal penalties.

To the extent the contractor may have access to any report, return or other information received by the DOR in connection with the administration of the tax laws of this State, the contractor specifically shall comply with Missouri Revised Statutes, Section 32.057. Any person making unlawful disclosure of information in violation of such Section shall, upon conviction, be guilty of a Class D felony.

22. TITLES:

Title of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.